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ABSTRACT

This agreement, dated 1 September 1973, is effective until 31 August 1975. Articles of the agreement cover: administration-union relationships; academic freedom and responsibility; grievance and arbitration; Academic ranks; appointments; union activity; class size; personnel files; workload; salaries; fringe benefits; tenure and lay-offs; and termination of nontenured faculty. (PG)

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AGREEMENT

BETWEEN

THE ADMINISTRATION OF

PRATT INSTITUTE

AND THE

UNITED FEDERATION OF

COLLEGE TEACHERS

AFL - CIO

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
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TABLE OF CONTENTS

ARTICLE NUMBER	NAME OF ARTICLE	PAGE NO.
	Preamble	
I	RECOGNITION	2
II	ADMINISTRATION - UNION RELATIONSHIPS	3
III	ACADEMIC FREEDOM AND RESPONSIBILITY	4
IV	CHECK-OFF	5
V	NON-DISCRIMINATION	6
VI	INFORMATION AND DATA	7
VII	GRIEVANCE AND ARBITRATION	8-12
VIII	INTERDEPENDENCE AND COMMUNICATION	13
IX	PAST PRACTICE	14
X	SEPARABILITY	15
XI	SUCCESSOR	16
XII	UNION ADMINISTRATION TIME	17
XIII	UNION ACTIVITY, VISITATION AND BULLETIN BOARDS	18-19
XIV	INSTITUTE FACILITIES	20
XV	ACADEMIC RANK	21
XVI	APPOINTMENTS, REAPPOINTMENTS, PROMOTIONS AND TENURE	22-25
XVII	CLASS SIZE	26
XVIII	ADMINISTRATION RIGHTS AND OBLIGATIONS	27
XIX	PERSONNEL FILES	28

(continued

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TABLE OF CONTENTS
(continued)

ARTICLE NUMBER	NAME OF ARTICLE	PAGE NO.
XX	WORKLOAD	29-35
XXI	PART TIME FACULTY	36-40
XXII	SALARIES	41-43
XXIII	SUMMER SESSION	44-46
XXIV	FRINGE BENEFITS	47-52
XXV	LEAVES	53-56
XXVI	TENURE	57-62
XXVII	LAY-OFFS AND TERMINATION OF NON-TENURED FACULTY	63-64
XXVIII	NO STRIKES - NO LOCKOUTS	65
XXIX	TERM OF AGREEMENT	66
	SIGNATURE PAGE	67
	Addenda	

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AGREEMENT made the first day of September, 1973, effective the first day of September, 1973, by and between THE ADMINISTRATION OF PRATT INSTITUTE (hereinafter referred to as the "Administration" or as the "Institute") and the UNITED FEDERATION OF COLLEGE TEACHERS, LOCAL 1460, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, Pratt Institute has been recognized as an Employer consistent with the terms and provisions of the National Labor Relations Act, and

WHEREAS, a secret ballot was conducted by the National Labor Relations Board, and

WHEREAS, the members of the faculty in the bargaining unit consented to by the parties have selected the Union as their representative for the purpose of collective bargaining, and

WHEREAS, the parties desire to work with each other in mutual respect, harmony and cooperation,

NOW, THEREFORE, the parties hereby agree as follows:

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ARTICLE I

RECOGNITION

The Administration hereby recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time members of the faculty presently or hereafter employed by the Institute in the bargaining unit certified as appropriate for election by the National Labor Relations Board, to wit:

> "INCLUDED: All full time and regular part-time members of the teaching staff including full and part-time professional librarians employed at the Institute's 3 locations at 215 Ryerson Street, Brooklyn, N.Y., 46 Park Avenue, New York, N.Y., and 831 Broadway, New York, N. Y.
>
> "EXCLUDED: All other employees, Deans, Assistant Deans, Associate Deans, Assistant to the Deans, Department Chairmen, Directors, Associated Directors, Area Heads, Heads, The Librarian, The Assistant Librarian, Coordinators in the Art and Design & Package Design Department, Administrative Personnel, guidance counselors, laboratory assistants, graduate assistants, technicians, office clerical employees, guards and supervisors as defined in the Act.
>
> "NOTE: Regular part-time members of the teaching staff are those individuals who are employed part-time on a regular basis during the course of a semester as opposed to a substitute who comes in during a semester to substitute for someone on maternity leave, sick leave or is disabled."

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ARTICLE II

ADMINISTRATION - UNION RELATIONSHIPS

2.1 This Agreement shall not be construed to repeal, rescind, modify or diminish any of the provisions of the Statutes, Charter, By-laws, Rules or Regulations of the Institute as amended to date or any future amendments thereto which are not in conflict with this Agreement.

2.2 The rights, privileges and obligations of members of the Unit as set forth in this Agreement supersede and replace any individual contract of employment between such member and the Institute.

2.3 The parties agree that all rights, powers and authority of the Administration which have not been limited or modified by this Agreement are retained by the Administration without limitation and are in no way subject to the grievance or arbitration procedures set forth in this Agreement.

2.4 The Institute President or his designee will meet with representatives of the Union monthly to discuss subjects that may arise during the term of this Agreement and to discuss matters necessary to its implementation. This shall not prevent the Union from consulting with the Institute President or his designee at other times.

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ARTICLE III

ACADEMIC FREEDOM AND RESPONSIBILITY

3.1 Academic and professional freedom is essential to the functioning of the Institute as well as being a fundamental working condition. The Institute serves its community as an open intellectual forum where varying shades of opinion may be freely expressed and fairly debated. Evaluation of faculty and the reward of merit must be based solely on teaching effectiveness and professional competence.

3.2 Faculty members are entitled to full freedom in research and other creative activities and in the publication of the results. Research or consultation is not to interfere with the satisfactory performance of responsibilities to the Institute.

3.3 Faculty members are entitled to freedom in the classroom in discussing the curriculum subject.

3.4 The faculty member is a citizen, a member of a learned profession and an employee of the Institute. When he speaks or writes as a citizen he should be free from institutional censorship or discipline.

3.5 To encourage creativity and constructive dissent, a faculty member is entitled to full freedom of discussion in all established Institute bodies without reprisal.

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ARTICLE IV

CHECK-OFF

4.1 Upon receipt of a written authorization from an employee member of the bargaining unit in the form annexed hereto as Exhibit A, the Institute shall, pursuant to such authorization, deduct from the wages due said employee each month and remit to the Union regular dues as fixed by the Union.

4.2 The Institute shall be relieved from making check-off deductions upon (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) an agreed leave of absence without pay; (e) revocation of check-off authorization in accordance with its terms or applicable law.

Notwithstanding the foregoing, upon the return of an employee to work within the bargaining unit from any of the foregoing enumerated absences, the Institute will resume the obligation of making said deductions except for terminated employees.

4.3 It is specifically agreed that the Institute assumes no obligation arising out of the provisions of this Article and the Union agrees it will indemnify and hold the Institute harmless from any claims, actions or proceedings by any employee arising from deductions made by the Institute hereunder. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE V

NON-DISCRIMINATION

Neither the Institute nor the Union shall discriminate against or in favor of any employee on account of race, religion, creed, national origin, political belief, sex or sexual orientation, age or membership in or non-membership in the Union or activity on behalf of the Union.

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ARTICLE VI

INFORMATION AND DATA

The Administration shall make available to the Union upon its reasonable request and within a reasonable time thereafter such information which is reasonably available and is related to this Collective Bargaining Agreement which is within the possession of the Administration as may be necessary for negotiation and implementation of this Agreement.

ARTICLE VII

GRIEVANCE AND ARBITRATION

7.1 The Administration and the Union agree that they will use their best efforts to encourage the informal and prompt settlement of grievances which may arise under the terms and conditions of this Agreement. In the informal settlement procedure, the employee and/or the Union shall present and discuss his grievance with his immediate supervisor. The process hereinafter set forth shall be used for the resolution of all grievances not settled informally.

7.2 A grievance is defined as a dispute arising between the parties concerning the interpretation, application, performance or termination of this Agreement or an alleged breach or violation thereof, or affecting the terms and conditions of employment of the members of the bargaining unit thereunder.

7.3 A grievant shall mean (a) an individual employee, or (b) a group of employees having the same grievance, or (c) the Union.

7.4 Every employee or group of employees shall have the right to present grievances to the Administration free from interference, coercion, restraint, discrimination or reprisal on the part of the Administration or the Union, and shall have the right to be

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represented in all stages of the grievance procedure provided. An individual grievant may choose an individual or the Union to represent him. This shall not prevent any employee or group of employees, provided they are not represented by any organization, from presenting a complaint without Union representation.

7.5 Grievances and any decision rendered in connection therewith shall be in writing at each formal step of the grievance procedure. It shall be a fundamental responsibility of administrators having supervisory functions to carry out the purpose of these provisions commensurate with the authority delegated to them.

7.6 The failure of an administrator at any level to communicate his decision to the faculty member and/or the Union within the time limits provided shall permit the grievant to proceed to the next step of the grievance procedure. The failure of a faculty member and/or the Union to appeal a decision to the next step within the time limit provided shall constitute a withdrawal of and shall bar further action on the grievance.

7.7 Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all interested parties to attend and have a fair and full opportunity to present any and all relevant information, evidence and testimony.

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7.8 Formal Steps in the Grievance Procedure

Step 1.

A grievance must be submitted in writing no later than twenty non-holiday work days after the grievant has notice of the event constituting the alleged grievance. It shall set forth the basis of the complaint or dispute and the remedy requested and shall be filed with the employee's immediate supervisor, be he a Chairman, Coordinator, Area Head, etc. with copies to the appropriate Dean or Librarian and the Union. The supervisor shall, within five non-holiday work days after receipt of the grievance, meet with the grievant and a representative of the Union for the purpose of discussing the grievance, and shall, within five non-holiday work days after the grievance meeting, issue his decision with his reasons therefor in writing to the grievant and to the Union.

Step 2.

If the grievance has not been settled in Step 1, then within ten non-holiday work days after receipt of the written decision of the supervisor, or the expiration of the time limits for making such decision, the grievant or the Union may submit the grievance in writing to the appropriate Dean or the Librarian with a statement of why the decision of the supervisor is not satisfactory. The appropriate Dean or the Librarian shall meet with the grievant and a representative of the Union within five non-holiday work days

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after receipt of the notice of appeal for the purpose of resolving the grievance.

Step 3.

If the grievance is not resolved at that meeting, or within ten non-holiday work days thereafter, the grievant or the Union may submit the grievance in writing to the President. Either the President or the Provost or their designee shall meet with the grievant and a representative of the Union within five non-holiday work days thereafter for the purpose of discussing the grievance, and the President, Provost or their designee shall within five non-holiday work days after the grievance meeting issue his decision with the reasons therefor in writing to the grievant and the Union.

Step 4. Arbitration

If the grievance has not been settled at Step 3, then within ten non-holiday work days after receipt of the written decision of the President, the grievant or the Union may request arbitration by giving notice to that effect, by certified mail, return receipt requested, directed to the President or his designee and to the American Arbitration Association. An arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Voluntary Labor Arbitration Rules shall apply to arbitration procedures. The arbitrator shall have the power and obligation to subpoena all records upon written demand of the grievant.

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7.9 Anything hereinabove to the contrary notwithstanding, (a) if any grievance affects more than one employee or is to be initiated during the last four weeks of a semester or trimester prior to an employee's vacation, the Union may initiate such grievance at Step 2 or Step 3 of the grievance procedure, thereby expediting the process.

The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

The award of an arbitrator hereunder shall be final, conclusive and binding upon the Institute, the Union and the employee.

The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this Article and in no event shall have the authority to add to, subtract from, modify or amend the provisions of this Agreement. A final decision or award of the arbitrator shall be made within thirty non-holiday work days after the closing of the hearing. Such decision shall be binding upon the Union, the Administration and the faculty members affected thereby. The Administration and the Union agree that all arbitration awards shall be complied with fully and immediately.

ARTICLE VIII

INTERDEPENDENCE AND COMMUNICATION

The Institute recognizes that the variety and complexity of the tasks performed by it are best accomplished by continuing communication and consultation with a full opportunity for exploration of all points of view among members of the Pratt Community, to the extent appropriate and practicable.

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ARTICLE IX

PAST PRACTICE

The terms and conditions of employment set forth in this Agreement shall govern the relationships between the Employer and the Employees covered by it and no deviation from or modification of said terms and conditions of employment shall be permissible. However, if prior to this Collective Bargaining Agreement there was a past practice generally in effect throughout the Institute which was still in effect at the date of this Agreement and not specifically modified by this Agreement, and which provided more favorable terms of employment for Employees, including members of the bargaining unit, then such more favorable terms and conditions shall continue; provided, further, that any question as to whether a specific term or practice was in general effect shall be subject to the grievance and arbitration provisions hereof.

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ARTICLE X

SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE XI

SUCCESSOR

In the event the Institute is transferred, sold, assigned, etc., the terms and conditions of this Agreement shall remain in effect during the life of this Agreement.

ARTICLE XII

UNION ADMINISTRATION TIME

12.1 The Chairman of the Union Chapter at the Institute shall teach the standard load for his Department but shall be relieved from his non-teaching duties without loss of compensation or status.

12.2 During the last semester in which this Agreement is in effect, the Institute shall release up to five members of the Union Chapter's Negotiating Committee from their non-teaching responsibilites without loss of compensation or status.

12.3 The members who constitute the Union Chapter Negotiating Committee, as well as the Union Chapter Chairman, shall be made known to the Administration no later than six weeks prior to the beginning of the semester for which the reduction is requested.

12.4 During the term of this Agreement, the Union shall designate three of its bargaining unit members, who may be part -time or full-time faculty, to handle grievances, each of whom shall have a reduction of one-quarter of a full-time teaching load. Such reduction in teaching load shall be without loss of compensation or status.

ARTICLE XIII

UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

13.1 No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his working time or in working areas of the Institute at any time except as may be provided for herein.

13.2 A representative of the Union shall have reasonable access to the Institute for the purpose of conferring with Administration, Union delegates or Union employees and for the purpose of administering this Agreement. Such conferences shall not interfere with the operation of the Institute.

13.3 The Administration shall provide space on existent bulletin boards which shall be used for the purpose of posting proper Union notices.

13.4 The Administration shall make available to the Union an office, furnished with the usual office equipment, including a desk, chairs, filing cabinet, typewriter and telephone (for campus and local use within the area code).

13.5 The Union chapter at the Institute shall be permitted reasonable use of appropriate Institute facilities for its meetings upon proper notice to and approval of availability of space, provided,

however, that the use shall not interfere with the Institute business or instruction.

13.6 The Union shall be permitted the reasonable use for Union Chapter purposes of copying, duplication and reproduction services on the same basis that these services are available to other groups and organizations.

ARTICLE XIV

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INSTITUTE FACILITIES

14.1 A joint Union-Administration Committee shall be established to analyze and make recommendations to the Dean of each School or other designee of the Board of Trustees concerning office space and facility utilization. The Committee will also receive and evaluate complaints concerning the maintenance and repair of the immediate teaching environment and its equipment where repeatedly neglected.

14.2 The Administration shall provide adequate secretarial and clerical assistance to all departments and areas, including the library for Institute purposes.

14.3 The Administration shall provide a suitable faculty lounge and kitchen for the exclusive use of the faculty and their guests. It shall be lockable with a key to be made available to all faculty members.

14.4 The Administration shall continue to provide parking privileges, unless rendered impossible by construction requirements, at no more than double the present parking fee.

14.5 The Administration shall continue to provide a dining room for the faculty and staff of the Institute separate from other dining areas.

14.6 Reasonable effort will be made to provide adequate office space for faculty members.

ARTICLE XV

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ACADEMIC RANK

15.1 The academic rank for full-time faculty members shall be Professor, Associate Professor, Assistant Professor and Instructor.

15.2 The academic rank for part-time faculty members shall be Adjunct Professor, Adjunct Associate Professor, Adjunct Assistant Professor and Adjunct Instructor, and where appropriate Visiting Professor, Visiting Associate Professor, Visiting Assistant Professor and Visiting Instructor. The title of Lecturer shall continue to be used in the Graduate School of Library and Information Science to cover all part-time faculty together with an indication of the highest rank of such faculty member. A letter that identifies each part-time faculty member and their actual rank from the above-designated ranks with their salary schedule shall be sent to said part-time faculty member and a copy shall be placed on file with the Union at the start of each semester.

15.3 The Library is an academic faculty of the Institute. Professional librarians shall have academic rank and shall enjoy all the rights and privileges granted faculty members in the other units of the Institute.

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ARTICLE XVI

APPOINTMENTS, REAPPOINTMENTS, PROMOTIONS AND TENURE

16.1 The Union recognizes and accepts the authority of the Board of Trustees acting in all matters concerning appointment, reappointment, promotion and tenure.

16.2 At the same time, in an academic community, these matters of appointment, reappointment, promotion and tenure, must have input at the point of closest contact with the faculty members individually affected. Accordingly, the Chairman of each Department shall receive written recommendations in all of these matters from the Departmental faculty and any other members of the Institute community who may be affected by these matters which shall include advice as to standards for eligibility, fitness and evaluation. The faculty in each Department and/or Area and in the Library shall set up such procedures as they deem appropriate to effectuate the foregoing.

16.3 Evaluation reports and recommendations concerning reappointment, promotion and/or tenure, as set forth in Article 16.2 above, shall be in writing and shall be forwarded to the Chairman and/or Area Head. The Chairman and/or Area Head shall add his or her comments and copies of these evaluation reports, recommendations and comments shall be given to the individual faculty member involved who shall have the opportunity to append or affix his or her comments.

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These recommendations will then be forwarded to the Dean of the School or Faculty or the Librarian, who shall add his comments, with copies to the individual faculty member involved. These recommendations will then be forwarded to the Provost or such other academic administrative officer as may be designated by the Board of Trustees, for review and recommendation with copies to the individual faculty member involved. Final determination is by the expressed approval of the Board of Trustees. Review and determination shall also take into account enrollment trends, distribution and budgetary considerations. Differences between the recommendations made and final determination are to be clearly stated in writing setting forth the reasons for the determination.

16.4 Non-tenured faculty members shall be advised in writing at the time of appointment of the procedures employed by the respective Department, School, Faculty or Library. The faculty member shall be advised by the Department Chairman of the time when recommendations affecting his reappointment, promotion, and/or tenure are to be made by the Department Faculty, Head and Dean, and he shall be given a reasonable opportunity to submit such material as he believes will be helpful to an adequate consideration of his circumstances.

16.5 All regular appointments shall be on an annual basis with annual compensation except that part-time faculty members who

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teach only one semester or trimester each academic year shall be appointed on a semester or trimester basis.

16.6 For non-tenured faculty members, no one shall be denied reappointment for professional incompetence unless he has been evaluated and two out of three successive semester or trimester evaluations are negative, except that for faculty members in initial appointments one semester or trimester evaluation may be sufficient.

16.7 The decision not to reappoint on the basis of negative teaching evaluations must be communicated to the person affected in writing. Those holding full-time appointments must be notified not later than March 1, before the completion of the first full year of service, not later than December 1 of the second year of service. Non-tenured faculty members with two or more years of service shall be notified prior to the end of the spring semester or trimester that during the following academic year they shall be on terminal appointment. Such notice shall be given as early as possible.

16.8 The Institute will notify the non-tenured faculty member in writing of his reappointment prior to the end of the spring semester or trimester for full-time appointments, by December 1 for non-tenured part-time reappointments (subject to sufficiency of enrollment) in the succeeding Spring semester, and by April 15 for non-tenured part-time reappointments (subject to suffiency of enrollment) in the succeeding Fall semester.

16.9 Notification of promotion in rank and/or granting of tenure shall be in writing prior to the end of the spring semester or trimester. Notification of the denial of promotion or tenure shall be made in writing prior to the end of the spring semester or trimester with the reasons clearly set forth.

16.10 Any determination which is arbitrary, capricious, or discriminatory shall be subject to the grievance procedure.

16.11 Recognizing the desirability of receiving input from the faculty with respect to the appointments of academic Chairmen and Deans, the Provost will receive in writing timely and appropriate recommendations from faculty members.

ARTICLE XVII

CLASS SIZE

17.1 The Chairman of each Department by February 15th of each year shall receive recommendations from the Department faculty and other members of the Institute community concerning all matters of class size and shall forward them with his or her comments to the Dean of the School for his or her review, recommendations and submission in turn to the academic administrative officer designated by the Board. These recommendations shall be advisory only and final determination shall rest with the aforementioned academic administrative officer.

17.2 Any change in existing class sizes shall be consistent with the objectives of preserving an atmosphere conducive to effective teaching and learning and achieving efficiency.

17.3 The faculty of the Department shall be given the reasons for any change.

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ARTICLE XVIII

ADMINISTRATION RIGHTS AND OBLIGATIONS

18.1 All the rights, powers, discretion, authority and prerogatives possessed by the Institute prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusive with the Institute, except as expressly limited herein.

18.2 Nothing in this Article nor this contract is intended to preclude the continued participation of members of the Union or of the faculty in all phases of Institute operation, including governance, and the Administration reserves the right to consult with the Union, its members and members of the faculty in that connection.

ARTICLE XIX

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PERSONNEL FILES

19.1 All data pertaining to the employment of the members of this unit shall be placed in a central personnel file within the office of the administrative officer designated by the Administration. This data shall include the usual pre-employment materials such as college transcripts, letters of application, curriculum vita, evaluation reports, correspondence and copies of materials reflecting professional development and achievements.

19.2 Each member of the bargaining unit shall be informed when material is placed in his or her file and shall have the right to append or affix his comments to the file.

19.3 Upon reasonable notice, no longer than forty-eight hours, a member of the bargaining unit (in the company of his or her Union representative if he or she so wishes) may inspect his or her file and secure copies of any materials therein. The file may also be open to duly authorized personnel who are charged with responsibility in the areas of evaluation, promotion, tenure and reappointment

19.4 No other personnel file shall be maintained by the Institute covering members of the bargaining unit.

ARTICLE XX

WORKLOAD

20.1 The unit of faculty workload is the contact hour. A contact hour is a clock-hour period during which the faculty member is in lecture, studio, workshop, laboratory or any equivalent as may be stated in this Article.

20.2 A full-time teaching load shall consist of the following contact hours in the Fall and Spring semesters or trimesters.

(a) In the School of Architecture:

(i) 16 contact hours of studio or 12 contact hours of lecture;

(ii) in the Graduate Division of the School of Architecture - three-fourths of the above undergraduate workload

(b) In the School of Art and Design:

(i) 15 contact hours of studio or 12 contact hours of lecture;

(ii) in the Graduate Division of the School of Art and Design - 9 contact hours, with four to eight thesis students equalling one class section or three contact hours.

(c) In the School of Engineering and in the School

of Science: 12 contact hours of lecture; 15 contact hours of laboratory; 3 contact hours of lecture and 12 contact hours of laboratory. Any other combination of lecture and laboratory contact hours shall be limited to the following: the number of lecture contact hours plus eight-tenths of the number of laboratory contact hours shall not exceed 12 contact hours.

(d) In the Graduate School of Library and Information Science: 6 contact hours.

(e) In the School of Liberal Studies:

(i) 12 contact hours;

(ii) For all Freshman English courses (English 101, 103, 209, 210, 211) -- courses in which the students' writing load is very heavy and courses for which the instructor schedules two conference hours weekly per class in addition to his normal office hours, the instructor will receive 4 contact hours credit per class rather than three-contact-hours schedule normally accorded a three credit course;

(iii) Physical Education - 15 contact hours. For coaching (including the presence at games): 2 contact hours shall equal one contact hour for the purpose of calculating the total number of contact hours.

(iv) For Graduate courses - three-fourths of the Undergraduate workload (9).

(f) In the School of Professional Studies: 12 contact hours of lecture or 15 contact hours of laboratory.

(g) The Library:

(i) Work week - professional librarians shall have a thirty-five hour work week when classes are in session during the Fall and Spring semesters. The hours worked shall be Monday through Friday (9 a.m. to 5 p.m.) in each week and may include duty on not more than one weekday evening (Monday through Thursday) for public service librarians who shall work from 1 p.m. to 9 p.m. on that workday. From the last day of classes of the Spring semester until the beginning of classes in the Fall semester and during the spring and winter recesses, between the Fall and Spring semesters or trimesters, and/or intersession, they shall work a thirty hour week. The hours worked shall be Monday through Friday 9 a.m. to 4 p.m.

(ii) Vacation - Librarians who are employed at the Institute for one year but less than five years shall have a vacation of twenty-two working days. For service at the Institute in excess of five years, they shall have an additional ten working days vacation;

(iii) Holidays - Librarians shall have the normal Institute holidays (ten (10) days); two (2) days during the period December 21 and the 31st of December, and two (2) days during the Spring recess, for a total of four (4) days; and four (4) discretionary days.

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(iv) To meet the needs of the Library and the professional development of the individual librarian, the professional librarians shall be granted time to attend professional conferences and meetings. In addition, each professional librarian may take off two professional days at the professional librarian's option at reasonable times between September 1 and August 31st.

(h) Administrators' Teaching Workload:

(i) The Librarian, Deans and non-academic Administrators may teach a maximum of three contact hours per semester;

(ii) The Division Heads or Division Chairmen may teach a maximum workload consisting of no more than one-half of the maximum full-time workload for that Division or School;

(iii) The Department Chairman, Department Head or equivalent may teach a maximum workload consisting of no more than three-fourths of the maximum full-time workload for that Department.

Where a Department is as large in terms of faculty members as the equivalent number of faculty members under Deans or Heads of Divisions, the Chairman of such a Department shall teach no more than one-half of the full-time workload for that Department.

Any deviation from these standards shall be made only by mutual consent of the Administration and the Union, which shall not be unreasonably withheld.

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(j) A member of the faculty teaching in more than one School shall receive workload credit for the School in which the course is offered, e. g., if an Engineering School faculty member teaches a 4-hour studio in The School of Architecture, he shall be deemed to have fulfilled 25% of his full-time teaching load; the addition of 9 hours of lecture in the School of Engineering would then constitute a full-time teaching workload for such faculty member (9/12 = 75%).

20.3 A full-time faculty member shall not be required to teach more than a full-time teaching load as provided in Subparagraph 20.2 above. A reduced teaching load in the form of equivalent contact hours shall be made without loss of pay for unusually heavy non-teaching assignments, creative work such as research, art or literature, and other academically or professionally related activities consistent with the goals of the Institute. The amount of the reduction shall be approved by the faculty member's Dean with the concurrence of the academic administrative officer as the Board shall designate, upon the recommendation of the Department Chairman and the consent of the faculty member involved. In the event of any disagreement between or among these parties, the designated academic administrative officer shall make the decision.

20.4 A faculty member shall have at least one day a week (Monday through Friday) free from assigned duties to pursue his or her professional development. Wherever practicable, the class schedule

of the faculty member shall be compact, as may be consistent with student needs. Scheduling shall involve consultation with the faculty member concerned. Faculty members shall be available whenever necessary and practicable for consultation on educational and professional matters.

20.5 A faculty member shall not have more than four (4) different course preparations during a semester and shall not be assigned more than one (1) new course preparation per semester. A course preparation is defined as a distinctly separate offering assigned to a specific catalogue course number.

20.6 A faculty member is expected to have one hour of posted office hours for each three contact hours of assigned teaching to a maximum of four (4) office hours per week, except for faculty members with only studio assignments for whom the maximum office hours shall be three per week. Office hours as defined in this contract may be held in off-campus locations such as studios or other professional work areas with the mutual concurrence of both students and faculty members. Prior notice of such arrangements shall be given to the appropriate Department Chairman. The faculty member is responsible for being present in the studio or professional work area during the hours indicated.

20.7 The maximum number of students assigned to faculty

members shall be no more than 150 per semester except that any number in excess of 150 shall be agreed upon by the parties as soon as the problem arises, or the maximum shall remain at 150.

20.8 (a) No provision in this Article is meant to prevent a full-time faculty member from accepting additional part-time employment at Pratt Institute. However, no full-time faculty member may accept or be assigned such part-time employment if he does not have a full-time workload as hereinabove defined.

(b) Additional part-time employment of full-time faculty shall be based upon academic competence and accumulated seniority. In the event that individuals of equal competence apply for such employment, seniroity shall prevail.

ARTICLE XXI

PART-TIME FACULTY

21.1 Existing part-time faculty:

(a) Part-time faculty who have served more than a total of ten semesters before September 1972.

(i) Adjunct faculty members in this category shall have been deemed professionally competent and shall have been given a Certificate of Continuous Employment and have adjunct titles.

(ii) Such faculty members shall have the opportunity to indicate whether or not they desire a full-time position at Pratt Institute. If they wish a full-time position, the Institute is obligated to offer such full-time positions within their field of competence if such openings exist. In such case, adjunct faculty will be given the full-time rank which they held as part-time faculty members. Pending availability of such positions, these individuals shall remain as part-time faculty members. If they do not wish a full-time position, they shall continue as part-time faculty members.

(b) Part-time faculty members who have served a total of ten semesters or less before September 1972 and who have adjunct titles:

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(i) Service prior to September 1972 will count toward the ten semester probationary period required for the Certificate of Continuous Employment.

(ii) Such faculty members shall be subject to the following evaluation procedure:

A. Each semester these individuals will be evaluated as to whether or not they meet the departmental standards of professional competence as teachers. If two out of three semester evaluations are negative, they will not be reappointed. Evaluation reports shall be in writing with copies given to the individual faculty member who shall have the opportunity to append or affix his comments.

B. Subject to the provisions of Article XVI, upon the completion of ten semesters of employment and reappointment beginning with the Fall semester of 1972 or thereafter, faculty members in this category shall be given a Certificate of Continuous employment and shall be subject to the provisions of Paragraph 21.1 (a) (ii).

21.2 Part-time adjunct faculty members hired after September, 1972.

(a) Prior to the completion of ten semesters of service, faculty members in this category shall make a decision as to whether or not they wish a full-time position.

(i) If they do not wish a full-time position after the tenth semester, they will not be reappointed to the adjunct faculty but may be appointed to the visiting faculty.

(ii) Subject to the provisions of Article XVI, if they wish a full-time position they are to be granted a Certificate of Continuous Employment and the Institute is obliged to seek to provide, but not to create, a full-time position for them. If such full-time position is not immediately available, they shall be continued as part-time adjunct faculty members until a full-time opening exists.

(b) Each semester adjunct faculty covered by this section will be evaluated as to whether or not they meet the departmental standards of professional competence as teachers. If two out of three semester evaluations are negative, they will not be reappointed. Evaluation reports shall be in writing with copies given to the individual faculty member who shall have the opportunity to append or affix his comments.

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21.3 Promotional opportunities shall be available for part-time faculty members in Adjunct ranks: i.e., Adjunct Instructor, Adjunct Assistant Professor, Adjunct Associate Professor, Adjunct Professor.

21.4 Workload and Assignment for Adjunct Titles.

(a) The maximum workload for adjunct faculty members shall not exceed three-quarters of the full-time workload. Every effort shall be made to provide adjunct faculty who have a certificate of continuous employment with a workload of three-quarters of a full-time workload.

(b) Seniority within areas of competence shall govern the assignment of courses.

(c) The maximum workload for adjunct faculty shall be three-quarters of the full-time workload within a School, except as follows:

(i) For Undergraduate Studio course offerings the maximum workload shall be 12 contact hours for adjunct faculty in the School of Art & Design.

(ii) For Undergraduate Laboratory course offerings the maximum workload shall be 12 contact hours for adjunct faculty in the Schools of Science, Engineering, Professional Studies, and the Graduate School of Library and Information Science.

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21.5 Visiting Category.

(a) This category is open to individuals who are distinguished practitioners or specialists.

(i) They shall teach no more than one half the full-time load, except where Undergraduate Studio or Laboratory full-time maximums are 15 contact hours; a one-half workload may be 8 contact hours.

(ii) Depending on their title, their compensation shall parallel the compensation of the equivalent adjunct ranks.

(iii) They shall not be eligible for a Certificate of Continuous Employment.

ARTICLE XXII

SALARIES

22.1 Effective as of September 1, 1973, and retroactive thereto, full-time faculty who were employed in the 1972-73 academic year shall receive an increase in salary for the 1973-74 academic year of $290.00 plus 4% of their 1972-73 salary. Part-time faculty members shall receive above their 1972-73 salary a prorata increase effective as of and retroactive to September 1, 1973, based on full-time increases as set forth above. Any faculty member who has received a promotion effective for the academic year 1973-74 shall receive as salary for the 1973-74 academic year the higher of either the minimum for his or her new rank or the salary received for the academic year 1972-73, plus the additions set forth above.

22.2 Effective September 1, 1974, the faculty members who were employed in the 1973-74 academic year shall receive an increase in salary for the 1974-75 academic year of 6½% of the salary in effect for them in the 1973-74 academic year. Any faculty member who has received a promotion effective for the academic year 1974-75 shall receive as salary for the 1974-75 academic year the higher of either the minimum for his or her new rank or the salary received for the 1973-74 academic year, plus the addition set forth above.

22.3 The following minimum salary levels for full-time faculty shall prevail:

Instructor	$10,000 per annum
Assistant Professor	$12,000 per annum
Associate Professor	$14,000 per annum
Professor	$17,000 per annum

22.4 Minimum salary levels for part-time faculty shall be as computed below:

(a) Divide the full-time rank rate per annum by the total maximum contact hour workload for that particular school or department as appropriate;

(b) Divide the result by 2 to arrive at the contact hour per semester rate;

(c) For part-time, adjunct and visiting faculty, multiply the result of steps (a) and (b) by .75 to achieve final minimum per contact hour per semester rate. So, for example, in arriving at the above schedules, if 12 is the maximum per semester contact hour full-time workload, in the Faculty of Liberal Studies, and $12,000 is the minimum full-time salary for an Assistant Professor in the Faculty of Liberal Studies, the minimum contact hour per semester rate for Adjunct or Visiting Assistant Professor is arrived

at as follows:

$$\frac{12,000}{12 \times 2} \times .75 = \$375.$$

22.5 All full-time faculty who have additional part-time employment shall be compensated at the part-time rate, carrying with him his full-time rank. He shall be paid the prevailing rate or the part-time minimum for his rank, whichever is greater.

ARTICLE XXIII

SUMMER SESSION

23.1 Instructors for the various course offerings will be recruited from amongst the Pratt Institute Faculty. In the event that two or more persons request to teach the same course or section who have equal qualifications including experience, seniority based on teaching the same course offering in previous Summer School sessions shall determine the choice.

23.2 (a) In the event that no qualified person from within the Pratt Faculty makes a request to teach a particular course or section, the Dean or his designee may recruit qualified persons outside the Pratt Institute faculty.

(b) The Visiting Category as outlined in Article 21.5 above provides for circumstances under which distinguished practitioners may be invited during the Summer Session to teach elective courses which their pre-eminence or special expertise uniquely qualifies them to offer. They shall teach no more than a quarter (¼) of of a full-time semester or trimester workload per Summer Session.

23.3 Salaries:

(a) Full Time faculty who teach for the Summer Session shall receive the same rate of compensation they received

in the Summer Session 1972 or 1973 or his part-time rate, whichever is higher.

(b) The Full Time faculty part-time rate is defined and computed as follows:

(i) The Full Time faculty member's per annum salary divided by two (2x) times the total maximum per semester contact hour workload for that particular school or department as appropriate. 75% of that sum is the part-time rate for full time faculty. Example: School of Liberal Studies, 12 contact hours per semester is the maximum workload. Assuming an annual salary of $12,480 divided by 2 times the maximum contact hour workload (2 x 12 = 24) :

$\frac{\$12,480}{24} = \$520.00.$ 75% of $520.00 = $390.00

$390 would be the per contact hour salary rate.

(c) Part Time faculty shall receive their present part-time rate or the rate they received during Summer School 1972 or 1973 whichever is higher.

23.4 The Administration agrees that no course or section will be dropped in a capricious or arbitrary manner. It further agrees that no course or section will be dropped or cancelled if the income from student enrollment exceeds the cost of Summer School faculty salaries by 50%, within a given school.

This means that should the income from student enrollments for a given school fall below 50% over the cost of faculty salaries, the Dean or his designee shall be free to remedy the financial situation by dropping course offerings with lowest enrollments or by combining sections as is appropriate.

23.5 In any event, the Dean or his designee shall be free to drop or cancel a course or section if the enrollment is 5 students or less except where such courses are a requisite for a degree program or certification or where other minimums have prevailed in the past.

It is understood that the requisite courses for degree provision would apply only to those students within the last year of their program.

23.6 Upon the recommendation of the appropriate faculty member and Dean, any course which does not meet the criteria stipulated in 23.4 or 23.5 above may be approved by the Provost or his designee. The income from student enrollment and faculty salaries for such courses shall not be included in the implementation of Articles 23.4 or 23.5 above.

ARTICLE XXIV

FRINGE BENEFITS

24.1 The Institute shall provide to full-time faculty members who make application therefor the following fringe benefits:

(a) Health and Hospitalization

(i) The Institute shall continue its contract with the Teacher's Insurance and Annuity Association providing coverage for major medical expenses for faculty, their spouses and dependent children. The entire premium will continue to be paid by the Institute.

(ii) The Institute shall provide a Blue Cross/ Blue Shield or HIP group contract to the faculty member. The full cost of individual or family coverage shall be borne by the insured.

(iii) During the life of the Agreement, the Institute, together with representatives of the Union, shall enter into an investigation of a more comprehensive total health, hospitalization and dental program for the faculty.

(b) Life Insurance

The Institute shall retain the present plan: each member of the faculty is insured in the amount of one year's salary rounded to the next thousand dollar figure.

(c) Disability

The Institute shall continue to provide a total disability plan on a non-contributory basis. The plan becomes effective two years from the date of employment. There shall be no minimum age requirement.

24.2 Retirement / Pension Plan

The Institute shall continue the present program with TIAA (all options: CREF, deferred taxes, etc., under the present plan shall be retained) which shall include the following:

(a) All participants in this retirement plan shall retire on the 30th day of June following the attainment of age 65 called the "Normal Retirement Age". Normal Retirement Age may be extended on a year to year basis upon request in writing made through the designated representative of the Administration to the Board of Trustees, and upon Board Approval may be extended on a year to year basis for a total of five years.

(b) Enrollment in the retirement/pension plan is mandatory for all full-time faculty over age 30 with two years of service. Participation in the plan is optional for full-time faculty under age 30 with two years of service. The two year service period may be waived by the Board of Trustees. There shall be no waiting period for faculty members who have been previously enrolled in a TIAA/CREF plan.

(c) The Institute shall continue to contribute to the individual faculty member's TIAA/CREF account in an amount equal to 10% of the faculty member's regular monthly compensation.

(d) Each faculty member shall contribute 5% of his regular monthly compensation except that he or she shall have the option of contributing or not contributing 5% of the first $8,000 of his or her regular annual salary.

24.3 Tuition Remission and Tuition Plan

(a) Tuition Remission

Faculty members, their children and spouses shall have free tuition in any regular course of study at the Institute.

(b) Tuition Plan

The Institute shall continue to provide tuition for children of faculty members enrolled in undergraduate curricula at accredited institutions of higher learning in an amount not exceeding its own tuition costs or those of the institution chosen by the student whichever is the lesser amount.

(c) Included in the above plans are children of deceased members of the Faculty who died in active service in tenure status or who had completed at least ten years in the Institute's employment prior to their death, and the children of retired and totally

disabled members of the Faculty who were born prior to retirement or disabiltty.

24.4 Fringe Benefits for Part-Time Faculty

The Institute shall provide to Adjunct Faculty members who have received the Certificate of Continuous Employment the following fringe benefits:

(a) Health and Hospitalization

(i) The Institute shall continue its contract with the Teacher's Insurance and Annuity Association providing coverage for major medical expenses for faculty, their spouses and dependent children. The entire premium will continue to be paid by the Institute.

(ii) The Institute shall provide a Blue Cross/ Blue Shield or HIP group contract to the faculty member. The full cost of individual or family coverage shall be borne by the insured.

(b) Life Insurance

The Institute shall retain its present Life Insurance plan for part-time faculty whereby each eligible member of the faculty shall be insured for $5,000.

(c) Disability

The Institute shall continue to provide a total disability plan on a non-contributory basis. There shall be no minimum age requirement.

(d) The TIAA/CREF Retirement Pension Plan as set forth in 24.2

24.5 Tuition Benefits for Part Time Faculty

The Tuition Remission program and the Tuition Plan set forth in paragraphs 24.3 (a) and 24.3 (b) above shall be available on a pro-rata basis to the spouses and children of the part time Adjunct Faculty who have completed ten or more semesters of employment. The pro-ration per semester shall be based on the faculty member's workload in the last preceding semester as against a full-time per semester work load in the faculty member's department.

24.6 Faculty-Staff Housing

(a) One family housing maintained by the Institute for the faculty and the professional or academic administrative staff will be offered preferentially to the faculty and the professional administrative staff (Deans and Directors) or academic administrative staff (Deans and Directors) on a first come, first served basis from an open waiting list which shall be a matter of public record. This clause shall not be construed to prejudice the rights of any present occupant. The need for security and maintenance of the Institute may continue as an exception to the foregoing.

(b) All other housing maintained by the Institute shall be rented to the faculty and all other Institute employees on a

first come, first served basis from an open waiting list which shall be a matter of public record. This clause shall not be construed to prejudice the rights of any present occupant. The need for security and maintenance of the Institute may continue as an exception to the foregoing.

ARTICLE XXV

LEAVES

25.1 Leaves of Absence

Leaves of absence, excepting those for service in the armed forces, Vista or the Peace Corps, shall be for a period of time not in excess of one year. In extraordinary circumstances, leaves may be extended. They shall be without pay. Unless of an emergency nature, applications for such leave shall be made by October 15th for the ensuing Spring semester and by February 15th for the ensuing Fall semester.

25.2 Sabbatical Leaves

(a) Sabbatical leave eligibility shall require at least six years of continuous service at the Institute.

(b) Compensation for sabbatical leave shall be full pay for a half year leave and one-half pay for a full year leave. Upon return, the faculty member shall be reinstated at previous assignment and shall be eligible for any salary increases that may have resulted during the leave period.

(c) The Institute will grant on an institute-wide basis at least seven (7) sabbatical leaves at full pay for one sememster

or one-half pay for two continuous semesters in each year, provided a sufficient number of applications are received. Institute-wide is defined to mean all eligible members of the Institute community including non-bargaining unit faculty.

(d) Approval of sabbatical leave will be granted by the Board of Trustees only upon the recommendation of the President. The President's recommendation shall be based on a review of all applications made and submitted to the Deans and forwarded to the Provost. The Provost's review shall take into account reasons for the leave as stated by the faculty member, the number of previous leaves, the allocation of leaves among the various schools and academic professional disciplines, and the benefit of such leaves to the individual and the Institute.

(e) No request for leave may be discriminated against because it asks for a semester leave at full pay as opposed to a year leave at half pay.

25.3 Maternity Leave

(a) A faculty member who is pregnant shall be permitted to work as long as her physician certifies as to her ability to carry out her academic responsibilities.

(b) Maternity leaves shall extend for a period of

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time until the faculty member is deemed physically fit to return to work and can carry out her academic responsibilities.

(c) Maternity leave may be extended for an additional year and may be further extended to the start of a subsequent Fall or Spring semester or trimester. Time out on maternity leave shall not be construed as service for the purpose of accumulating service time for tenure or sabbatical leaves.

(d) A member of the faculty requesting maternity leave shall receive one month's salary following the date when the leave period begins.

(e) Maternity leave except for Section (d) shall be without pay. Upon return, the faculty member shall be reinstated at her previous assignment and shall be eligible for any salary increases that may have resulted during the leave period.

(f) The above shall apply to full-time and part-time faculty.

25.4 Sick Leave

(a) Full-time faculty members shall be entitled to sick leave at full pay for one calendar month in each academic year for the first two years of employment. Should any illness or injury extend beyond such accumulated leave, the matter will be brought

to the attention of the Administration and the Union representative who will consider extension of such leave at full pay on an individual basis.

(b) Full-time faculty members after two years of employment shall be entitled to sick leave at full pay. If after one month of an illness or injury medical prognosis indicates a permanent inability to return to full service, such an individual shall be covered by disability under Article 24.1 (c) following six months at full pay.

(c) Part-time faculty members shall be entitiled to three-quarters of a month's sick leave at their regular rates for each academic year of employment until such individuals achieve a Certificate of Continuous Employment. At that time, the provisions of the second sentence of 25.4 (b) above shall apply.

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ARTICLE XXVI

TENURE

26.1 Academic freedom and economic security are necessary for the success of the Institute in fulfilling its obligations to its students and to society.

26.2 "Tenure" shall mean the right of a person to hold his position until retirement during efficient and competent service, and not to be removed or suspended except for cause.

26.3 All members of the permanent full-time faculty and part-time faculty having Certificate of Continuous Employment shall have tenure.

26.4 Subject to the provisions of Article XVI, full-time faculty members who have served in a continuous manner for a probationary period of five (5) years shall be reappointed for a sixth year with tenure or shall receive a terminal contract. Persons initially appointed to Professorial ranks (ranks above Instructor) may have the probationary period reduced, except that two years of satisfactory service at the Institute must be completed before tenure takes effect. Each two years of prior full-time faculty service at an accredited college or university shall be credited as the equivalent of one year full-time service at Pratt Institute for purposes of eligibility for tenure to a maximum of two years full-time service at Pratt.

26.5 Subject to the provisions of Article XVI, part-time faculty who hold adjunct titles and who have served a total of ten semesters and have been appointed for an eleventh semester or more, beginning with the Fall semester of 1972 shall be deemed to be professionally competent and shall be given a Certificate of Continuous Employment.

26.6 Where the service of a member of the faculty is interrupted by reason of absence because of a leave duly granted by the Board of Trustees, the period of creditable service immediately preceding such leave shall be counted in computing the years of continuous service required to confer tenure.

26.7 Nothing herein shall be construed as conferring tenure in administrative positions. Appointments to or removal from such positions, however, shall not deprive the person so appointed or removed of tenure in the highest academic rank held with tenure prior to his appointment to such office or conjointly with such office, nor shall such appointment or the holding of such position or the removal from such position deprive any person of service credit toward the achievement of tenure under the provisions of this Article.

26.8 Neither tenure as conferred through the operation of this Agreement nor the period requisite for the achievement of

tenure shall be affected by promotion, or by change of rank, except that a person upon whom tenure is conferred through the operation of this Agreement and who may be promoted, or whose rank may be changed, shall have tenure in his new rank.

26.9 Each person upon whom tenure is conferred shall be so notified in writing.

26.10 Nothing in this Article shall be construed as denying tenure to faculty members currently having tenure.

26.11 Whenever a department Chairman or Dean has evidence of deterioration of a tenured faculty member's competence or adherence to duty, an evaluation of his total performance shall be effectuated.

26.12 Termination for Cause

(a) Faculty members having tenure shall not be removed or suspended except for adequate cause which shall include: (i) incompetent service; and (ii) neglect of duty.

(b) Removal or suspension of a person on tenure shall require service of written charges and may be taken up as a grievance directly at Step 2 of the grievance procedure under this Agreement within thirty (30) days of removal or suspension. The person so charged shall be on a pay status pending the outcome of

the proceedings affecting his/her tenure. The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne by the Institute.

26.13 Lay-off -- Transfer -- Financial Exigency

(a) There shall be no lay-offs or notice of lay-offs of tenured faculty except in the case of Institute-wide financial exigency as defined in Article 26.13 (c).

(b) During the period of this Agreement, in the event of serious problems of enrollment in any academic areas, tenured faculty may be transferred to other areas in related fields of instruction. It is incumbent upon such faculty members to engage in such retraining and/or professional development as is reasonable and necessary to teach effectively in the related fields. Such transfers shall be made in order of seniority with due regard to professional competence with the consultation of the faculty member concerned.

(c) In the event any member of the tenured faculty cannot be retrained as provided in Subparagraph (b) of this Article, or there is no area in a related field of instruction to which he may be transferred, he shall be placed in a suitable non-academic position in the Institute without loss of his tenured faculty status.

(d) Only if the financial problems of the Institute

cannot be resolved by the operation of the provisions of Article XXVII and Subparagraph 26.13 (b) and (c) because of the severity and extent of the Institute's financial exigency as defined in Article 26.13 (e), tenured faculty may be laid off after non-tenured faculty in the following sequence: (1) tenured part-time faculty; the (2) tenured full-time faculty, in accordance with seniority within areas of competence dating from the original date of employment. In every instance of lay-off in the case of financial exigency, the tenured faculty member concerned shall be notified prior to the end of the Spring semester or trimester that during the following academic year he will be on a terminal appointment. Such notice shall be given as early as possible. The Institute will make every effort to place laid-off faculty members in other suitable positions and the laid-off faculty member shall be placed on a preferential rehiring list for three years for vacancies in their areas of competence with those having greater seniority having prior claim to a position. Such individuals rehired shall be compensated at a salary no less than that last received at the Institute plus any increases that may have accrued during their absence.

(e) Financial exigency must be demonstrably bona fide and fully explained and documented to the faculty to the effect that unless the Institute effectuates the inherent economies, the viability of Pratt Institute is endangered.

(f) Allegations of arbitrariness, discrimination or capriciousness in connection with the operation of Article 26.13 shall be subject to the grievance procedure.

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ARTICLE XXVII

LAY-OFFS AND TERMINATION OF NON-TENURED FACULTY

27.1 Lay-offs of non-tenured faculty members may be effectuated by the Institute only for the following reasons:

(a) Insufficient enrollment, or

(b) Bona fide discontinuance of a department or program of instruction, or

(c) Financial exigency. Financial exigency must be demonstrably bona fide and fully explained and documented to the Institute faculty to the effect that unless the Institute effectuates the inherent economies the viability of Pratt Institute is endangered.

27.2 Non-tenured, part-time faculty members shall be laid-off prior to non-tenured full-time faculty members. Lay-offs then shall be governed by an order of separation involving cumulative seniority. Laid-off personnel shall be placed, within areas of competence, on a preferential rehiring list for three (3) years. Re-employment shall be based upon cumulative seniority within areas of competence.

27.3 (a) Notice of lay-off of full-time faculty shall be no later than March 1st prior to the completion of the first year of

service and December 1st prior to the completion of the second year of service.

(b) Faculty members with more than two years of service will be notified prior to the end of the Spring semester or trimester that during the following academic year they shall be on a terminal appointment. Such notice shall be given as early as possible.

(c) Normally where practicable, those holding part-time appointments must be notified no later than December, prior to the Christmas recess, with respect to an appointment in the succeeding Spring semester and no later than May 15th with respect to an appointment in the succeeding Fall semester.

27.4 In the event of lay-off or termination the faculty member shall be given the reasons.

27.5 Non-tenured faculty members shall not be removed suspended or terminated during the period of their appointment except for adequate cause which shall include (a) incompetent service and (b) neglect of duty.

ARTICLE XXVIII

NO STRIKES - NO LOCKOUTS

28.1 The parties subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the Institute program. The Union, therefore, agrees that during the term of this Agreement it shall not instigate, engage in, support, encourage or condone any strike, work stoppage or other concerted refusal to perform work by any faculty members covered by this Agreement. This section, if violated, may, in the sole discretion of the Administration, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

28.2 The Administration agrees that during the term of this Agreement it shall not lock-out any or all of the faculty members covered by this Agreement. This section, if violated, may, in the sole discretion of the Union, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

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ARTICLE XXIX

TERM OF AGREEMENT

29.1 From the effective date hereof to and including August 31, 1975, this Agreement shall remain in full force and effect and be binding upon the parties hereto and shall thereafter be continued for annual periods unless notice of termination or modification is given in writing by either party to the other by certified mail at least sixty days prior to the above expiration date.

29.2 No later than six months prior to August 31, 1975, the parties shall commence discussions and negotiations for the purpose of extending, renewing or modifying this Agreement.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

PRATT INSTITUTE

By _____

By _____

UNITED FEDERATION OF COLLEGE TEACHERS, LOCAL 1460, AMERICAN FEDERATION OF TEACHERS, AFL-CIO

By _____

By _____

By _____

By _____

This agreement was signed on the day of in the Founder's Room of Pratt Institute.

LETTER OF UNDERSTANDING

The following constitutes a letter of understanding made by and between Pratt Institute and the United Federation of College Teachers, Local 1460:

> By the words "end of the spring semester or trimester" is meant the last day of exams of the spring semester or trimester. This definition applies throughout and for the duration of our Collective Bargaining Agreement for the period beginning September 1, 1973 and extending through August 31, 1975.

LETTER OF UNDERSTANDING

This is to confirm our understanding that the effective date of the agreement between the Administration of Pratt Institute and the United Federation of College Teachers, Local 1460, shall be September 1, 1973 except that the workload changes in the School of Art and Design and in the School of Liberal Studies shall be effective beginning the Spring semester or trimester 1974.

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